Use of Facilities Agreement
Incorporating a
Release, Waiver of Liability, and Indemnity Agreement

This use of facilities agreement is between the insert YMCA's name and insert user's name, hereinafter respectively called the YMCA (or YCO) and the user. The agreement provides for insert purpose of agreement, area(s) to be used, etc according to the attached schedule for insert beginning and duration of agreement, at insert total cost, rate per time period, etc.

IN CONSIDERATION of being permitted to utilize the insert areas to be used of the YMCA for insert purpose of agreement, and FOR PAYMENT of the above cited use fees, the user, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the user finds and accepts same as being safe and reasonably suited for the purpose use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE USER HEREBY AGREES TO THE FOLLOWING:

1. THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as “releasees”) from all liability to the user, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the user, whether caused by the negligence of the releasees or otherwise while the user or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.

2. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is caused by the sole or partial fault of the releasees.

3. THE USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releasees,

THE USER further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of

insert appropriate state name and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

a. The YMCA of Central Ohio expects that all third parties will act with integrity and honesty while complying with the core values of YCO.
b. All third parties will do their due diligence to ensure compliance with the YCO's Code of Conduct.
c. Breach of the Code of Conduct will be seen as a breach of the agreement with the YCO.
d. Any misconduct must be reported immediately to YMCA Leadership
e. The user shall not violate any city, county, or state law in or about the said premises.
f. The user shall not assign this agreement without written consent of the YMCA.
g. The user shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance with limits of $1,000,000 that are updated annually and provide notice of cancellation.
h. The user shall name the YMCA as an additional insured on its general liability policy with annual verification and notice of cancellation.
i. Third Party groups that utilize YMCA locations must ensure that their employees and volunteers have cleared a background check before having access to YMCA property.
j. All Third Party groups that have access to YMCA locations AND members / program participants must have basic abuse prevention training before arriving on site.
k. Insert as many other mutually agreed conditions or stipulations as are necessary
l. Performance of activities by external partners of the YCO will be subject to oversight and ongoing review throughout the duration of the agreement.
m. Care, custody, and control of supervision rests with the third party for their employees and volunteers.
n. Third parties and facility renters understand that all incidents and policy violations must be reported immediately to YMCA leadership and that all who enter the YMCA are to follow mandated reporting requirements for abuse.
o. Third party partners agree to participate in and provide necessary information for the YCO incident report process.
p. If the Y has an outbreak of COVID-19 that would force a closure, the renting party will lose previously scheduled facility access. No refunds will be given.
q. In the event the renting party experiences a COVID-19 outbreak that results in members of the renting party being quarantined, the Y will not charge for previously scheduled time and will open the rented area for public use during this previously scheduled time for as long as the quarantine lasts.
r. In the event the renting party has an outbreak that exposes the Y staff to COVID-19 and results in a shutdown of the YMCA, the renting party will be charged its daily rental fee by the YMCA.
s. This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.

t. This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in question.

THE USER HAS READ AND VOLUNTARILY SIGNS THE USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

_____	_____
insert signer's name insert signer's title date signed _____	insert signer's name insert signer's title date signed _____
insert YMCA's name	insert user's name

COVID-19 Group Rental Protocols

Addendum to Facility Use Agreement

To mitigate the risk of COVID-19 exposure, the YMCA of Central Ohio is requiring the following protocols to be followed by all rental groups while on site:

- User will screen all participants for symptoms of COVID-19 and exposure to COVID-19 prior to the event. Rental group will ensure that no participants who have been exposed to COVID-19 within 10 days of the event or are experiencing symptoms of COVID-19 are permitted to enter the facility or access the premises.
    - Symptoms may include: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, and new loss of taste or smell
- User will ensure that a distance of at least six feet is maintained between all participants, whenever possible and when required by local or state ordinance.
- Gatherings may be limited to the maximum number of participants set out in any generally applicable Order of the Governor or public health department or any order specifically applicable to the industry or business of the rental group.
- User will ensure that all participants wear masks or other appropriate face coverings during staff-led programs, when congregating in common areas or indoor facilities, and when socializing with others who do not reside within their household, whenever required through local, state, or national requirements.
- User will ensure that all participants wash or otherwise sanitize their hands before and after participating in any programs.
- In the event that an individual in the group presents with symptoms, User will arrange for quick isolation of the individual and arrange for their exit from the program; initiate contact tracing; and notify YMCA staff.

User hereby agrees to and acknowledges the following:

- User is responsible and liable for the behavior of all participants.
- User will ensure that all participants observe and act in accordance with all applicable regulations, protocols, and procedures set forth by the YMCA of Central Ohio in additional to all federal, state and local laws and regulations.
- User agrees to INDEMNIFY and HOLD HARMLESS the YMCA of Central Ohio from and against any and all losses, liabilities, damages or costs, including court costs and reasonable attorneys' fees that it may incur in relation to any claims, suits, demands, or causes of action related to any exposure to or infection with COVID-19 alleged to have occurred during User and all participants' use of YMCA facilities and premises, whether alleged to have been cause by the negligence of the YMCA or otherwise.
- User expressly agrees that the YMCA of Central Ohio is not liable to User, its officers, directors, employees, volunteers, agents, representatives, invitees and participants for any damages alleged to have been caused by the exposure to or infection with COVID-19 while using YMCA facilities or premises or while participating in YMCA programs, whether alleged to have been caused by the negligence of the YMCA of Central Ohio or otherwise.

_____ _____

User Group Representative Signature Date